



**DEFENSE LOGISTICS AGENCY  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FT. BELVOIR, VA 22060-6222**

IN REPLY REFER TO: DESC-PEA

March 27, 2003

**SUBJECT:** Solicitation SP0600-02-R-0037-0001

1. This is RFP Solicitation SP0600-02-R-0037-0001 under Customer Organized Group 3 (COG 3), PC&S, Purchase Program 3.23. This solicitation incorporates the terms and conditions of Solicitation SP0600-02-R-0037 (COG 3) issued on March 13, 2002 including Amendments 0001 through 0013, with the exception of clause deletions and additions reflected herein.

2. If an Offeror Submission Package (OSP) was submitted under Solicitation SP0600-02-R-0037, then an OSP is not required for Solicitation SP0600-02-R-0037-0001. However, your offer shall state:

- A. "The offeror agrees to the terms and conditions of RFP SP0600-02-R-0037 as amended."
- B. "Our certifications and representations submitted under Solicitation SP0600-02-R-0037 are current, accurate, complete and remain valid with this offer."

If you have changes to any of your certifications or representations, please identify and complete the specific clause(s) in your offer. If you did not offer under SP0600-02-R-0037 and/or do not have a copy of SP0600-02-R-0037 and Amendments 0001 through 0013, copies can be obtained by downloading these documents at: <http://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=327>

a) In addition to paragraph 2 above, the following clauses are included in full text and require your completion:

- K15 RELEASE OF UNIT PRICES (DESC OCT 2002)
- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (APR 2001/OCT 2000/OCT 2000)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)

3. The following clause is hereby added and included in this package:

**B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 3) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.

(DESC 52.207-9F45)

ITEM NUMBER	ESTIMATED QUANTITY	UNIT UI	UNIT PRICE
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ANDREWS AFB,			
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MARYLAND, United States Air Force, AMC, 89 AW, RT#4 AND SUITLAND PARKWAY PRINCE GEORGE'S COUNTY DELIVERY DODAAC: FP4425 ORDERING OFFICE: 301-981-6142, DSN 858-6142 ALT ORDERING OFFICE: FAX 981-5072, DSN 858-5072 ORDERING DODAAC: FP4425 DEVON.WILLIAMS@ANDREWS.AF.MIL			
805-BD	3.23 BIODIESEL B20 (BDI)	83,334 GL	OFFER PRICE \$/GAL. _____ BASE REFERENCE: \$1.474700
TANK TRUCK (TT), INTO 2/20,000 GALLON TANK 2 METERED DELIVERY TICKETS REQUIRED DELIVERY HOURS: 0730-1530 MONDAY TO FRIDAY NOTE: DRIVER MUST SIGN IN & OUT AT NORTH GATE AND REPORT TO BUILDING 3014. NOTE: ACTIVITY REQUIRES A MINIMUM OF TWO (2) HOURS OF FREE TIME TO UNLOAD EACH TRANSPORT TRUCK.			
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BETHESDA,			
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MARYLAND, Health & Human Services, NATIONAL INSTITUTE OF HEALTH, 9000 ROCKVILLE PIKE, BLDG. 13 ROOM 2W71, BETHESDA, MD 20892-5744, MSC 5604, MONTGOMERY COUNTY DELIVERY FEDAAC: 753229 ORDERING OFFICE: S. HAMPTON (Zee) 301-594-0404 ALT ORDERING OFFICE: FAX: 301-480-3341 ORDERING FEDAAC: 753229 POC: JIM POWERS 301-451-4478			
F38-94	3.23 DIESEL FUEL, LS#2 (Dyed) (LSS)	2,166,667 GL	OFFER PRICE \$/GAL. _____ BASE REFERENCE: \$1.269100
TANK TRUCK (TT), INTO 2/500,000 GALLON TANK METERED DELIVERY TICKET REQUIRED  NOTE: THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.			
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CAMP PEARY,			
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VIRGINIA, UNITED STATES NAVY, ARMY FORCES EXPR TRAINING ACTIVITY, 2 MILES NE OF WILLIAMSBURG, YORK COUNTY  DELIVERY FEDAAC: N63063 BILLING DODAAC: N63063 ORDERING OFFICE: MICHELLE MCARDLE (757) 221-8623 ALT ORDERING OFFICE: 804-221-8624 FAX: 804-221-8651 ORDERING DODAAC: N63063			
612-081	3.23 FUEL OIL, BURNER #2 (FS2)	42,000 GL	OFFER PRICE \$/GAL. _____ BASE REFERENCE: \$1.549000
MAX. SULFUR CONTENT 0.50% *** PORTS ACTIVE *** TANK WAGON (tw) INTO 1/2,000 GALLON TANK TANK SIZE IS: 12'7" DIAMETER: 7' LOCATION: BLDG. NO. 2202 METERED DELIVERY TICKET REQUIRED NEED SMALL TRUCK DELIVER THE FUEL DUE TO ROAD SIZE TO THE BUILDING.			

## CHILLICOTHE,

OHIO, Veterans Affairs, MEDICAL CENTER 538, 17273 STATE ROUTE #104, (NORTH),  
ROSS COUNTY  
DELIVERY FEDAAC: 365507  
ORDERING OFFICE: 614-772-7011  
ORDERING FEDAAC: 365507  
POC: GERALD R. NIVER  
740-773-1141 X6174

H23-BD 3.23 BIODIESEL B20 (BDI) 8,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
BASE REFERENCE: \$1.323900

TANK TRUCK (TT), INTO  
1/8,000 GALLON BELOW GROUND TANK(S)  
METERED DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0800-1500 MONDAY TO FRIDAY  
UPON ARRIVAL VENDOR IS TO GO TO BLDG 20,  
TRANSPORTATION/GROUNDS OFFICE. VENDOR WILL THEN BE  
DIRECTED TO TANK FOR UNLOADING.

## CLEVELAND,

OHIO, National Aereo & Space Adminisr, GLENN RESEARCH CENTER, 21000 BROOKPARK ROAD,  
CLEVELAND, OHIO, CUYAHOGA COUNTY  
DELIVERY FEDAAC: 805501  
BILLING FEDAAC: 805501  
ORDERING OFFICE: 216-433-3080  
ALT ORDERING OFFICE: FAX: 216-433-5807  
ORDERING FEDAAC: 805501  
POC: HUGH MCLAUGHLIN,  
HUGH.M.MCLAUGHLIN@GRC.NASA.GOV

H36-BD 3.23 BIODIESEL B20 (BDI) 25,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
BASE REFERENCE: \$1.323900

TANK WAGON (TW), INTO  
1/6,000 GALLON TANK  
1/5,000 GALLON TANKER(S)  
3/1,000 GALLON TANK(S)  
METERED DELIVERY TICKET REQUIRED  
MATERIAL SAFETY DATA SHEETS REQD WITH 1ST  
SHIPMENT.

## GREENBELT,

MARYLAND, National Aereo & Space Adminisr, NASA GODDARD SPACE FLT CTR, GREENBELT RD,  
PRINCE GEORGE'S COUNTY  
DELIVERY FEDAAC: 803303  
ORDERING OFFICE: 301-286-8769  
ORDERING FEDAAC: 803303  
POC: DONNA SIMONDS  
DONNA.SIMONDS-1@NASA.GOV

C37-461 3.23 FUEL OIL, BURNER #2 (FS2) 43,815 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
BASE REFERENCE: \$1.203900

MAX. SULFUR CONTENT 0.30 %  
TANK WAGON (TW), INTO  
4/500 GALLON TANKS AT BLDG 10-T, WEST PUMP HOUSE  
AND BLDG 7-T  
2/275 GALLON TANKS AT BLDG 79  
DELIVERY HOURS: 0100-2400 7 DAYS INCLUDING HOLIDAY  
NOTE:TRADITIONAL PAYMENT ITEMS

## LANGLEY AFB,

VIRGINIA, United States Air Force, ACC, (LASALLE AVE EXIT)  
INDEPENDENT CITY OF HAMPTON  
DELIVERY DODAAC: FP4800  
ORDERING OFFICE: 757-764-4271  
ORDERING DODAAC: FP4800  
POC: TSGT FRANK MAZZUCHI OR  
SSGT TODD 757-764-4105

880-BD 3.23 BIODIESEL B20 (BDI) 160,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
BASE REFERENCE: \$1.424700

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK BLDG. 335  
2 METERED DELIVERY TICKETS REQUIRED  
NOTE: DRIVER REPORT TO BLDG. 741

## PETERSBURG

VIRGINIA, Department of Justice, DEPARTMENT OF JUSTICE, BUREAU OF PRISONS, FED.  
CORRECTIONAL COMPLEX, ON STATE ROAD #625 N, OFF HWY #36, BY FT LEE  
PRINCE GEORGE COUNTY  
DELIVERY FEDAAC: 153304  
BILLING FEDAAC: 153304  
ORDERING OFFICE: 804-733-7881 EXT 393  
ALT ORDERING OFFICE: FAX: 804-863-1540  
ORDERING FEDAAC: 153304

POC: ED CRANDELL

M01-26 3.23 GASOLINE, MID UNL (MUM) 115,556 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.330600

TANK WAGON (TW), INTO  
 1/6,000 GALLON ABOVE GROUND TANK(S)  
 METERED DELIVERY TICKET REQUIRED

M01-46 3.23 FUEL OIL, BURNER #2 (FS2) 65,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.200700

TANK TRUCK (TT),  
 METERED DELIVERY TICKET REQUIRED

NOTE: FILL PIPE IS 10 FEET OFF THE GROUND AND 16  
 FEET FROM THE ROAD HORIZONTALLY TRUCK MUST HAVE  
 HOSE TO ACCOMMODATE THIS DISTANCE.

M01-68 3.23 DIESEL FUEL #2, LOW SULF (LS2) 93,985 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.255600

TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 METERED DELIVERY TICKET REQUIRED

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RICHMOND

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VIRGINIA, Department of Interior, RICHMOND NATIONAL BATTLEFIELD PARK, 1990  
 MAINTENANCE WAY  
 HENRICO  
 DELIVERY FEDAAC: GY0BLA  
 BILLING FEDAAC: GY0BLA  
 ORDERING OFFICE: 804-795-1115  
 ORDERING FEDAAC : GY0BLA  
 POC: DANIEL HODGSON EMAIL  
 DANIEL\_HODGSON@NPS.GOV

M35-BD 3.23 BIODIESEL B20 (BDI) 18,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.424700

TANK WAGON (TW), W/PUMP AND METER INTO  
 1/500 GALLON ABOVE GROUND TANK  
 DELIVERY HOURS: 0700-1500 MONDAY TO FRIDAY

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SANDUSKY,

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OHIO, National Aereo & Space Adminisr, PLUM BROOK STATION, COLUMBUS AVE & TAYLOR RD,  
 ERIE  
 DELIVERY FEDAAC: 805502  
 BILLING FEDAAC: 805501  
 ORDERING OFFICE : (419) 621-3215  
 ALT ORDERING OFFICE: FAX: (419) 621-3236  
 ORDERING FEDAAC : 805502  
 POC JEAN ROBERTS,

H80-BD 3.23 BIODIESEL B20 (BDI) 20,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.323900

TANK WAGON (TW), INTO  
 1/7,830 GALLON TANK  
 MATERIAL SAFETY DATA SHEET REQUIRED ON FIRST  
 SHIPMENT.

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THURMONT,

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MARYLAND, United States Navy, NAVAL SUPPORT FAC, 7 MI WEST OF THURMONT OFF ROUTE  
 77  
 FREDERICK COUNTY,  
 DELIVERY DODAAC: N0417A  
 BILLING DODAAC : N62477  
 ORDERING OFFICE : 301-271-1440  
 ALT ORDERING OFFICE: FAX: 301-271-1365  
 ORDERING DODAAC : N0417A  
 POC: FREEDOM SHAW  
 FSHAW@WHMO.MIL

568-26 3.23 GASOLINE, MID UNL (MUM) 39,700 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.330100

\*\*\*PORTS ACTIVE\*\*\*  
 TANK WAGON (TW), INTO  
 1/5,000 GALLON TANK AT PERISIMON BLDG.  
 METERED DELIVERY TICKET REQUIRED  
 SECURITY CLEARANCE REQUIRED BY CONTRACTOR &  
 DRIVER, APPLICATION SHALL BE MADE THROUGH THE  
 NAVAL SUPPORT FACILITY, THURMONT, MD

568-67 3.23 DIESEL FUEL #1, LOW SULF (LS1) 18,104 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.303200

\*\*\*PORTS ACTIVE\*\*\*  
 TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK AT PERSIMON BLDG.  
 METERED DELIVERY TICKET REQUIRED  
 SECURITY CLEARANCE REQUIRED BY CONTRACTOR &  
 DRIVER, APPLICATION SHALL BE MADE THROUGH THE  
 NAVAL SUPPORT FACILITY, THURMONT, MD

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WASHINGTON

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DISTRICT OF COLUMBIA, General Services Administration, HOWARD UNIV SVC CTR,  
 2244 10TH ST, NW 20059  
 INDEPENDENT CITY  
 DELIVERY FEDAAC: 753124  
 ORDERING OFFICE : 703-557-0235  
 ALT ORDERING OFFICE: 703-557-1055  
 ORDERING FEDAAC : 753124  
 POC: TERRI GILBERT OR INEZ  
 GRAHAM

C50-52 3.23 FUEL OIL, BURNER #4 (FS4) 65,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$0.988440

MAX. SULFUR CONTENT 1.00 %  
 TANK WAGON (TW), INTO  
 1/7,500 GALLON ABOVE GROUND TANK(S) AT 16TH ST NW  
 1/5,000 GALLON TANK AT 10TH ST NW  
 METERED DELIVERY TICKET REQUIRED  
 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
 ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
 GAS CURTAILMENT THE CONTRACTOR IS REQUIRED TO  
 COMMENCE DELIVERIES WITHIN 48 HOURS OF  
 NOTIFICATION.

C50-521 3.23 FUEL OIL, BURNER #4 (FS4) 43,333 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$ 0.988440

MAX. SULFUR CONTENT 1.00 %  
 TANK TRUCK (TT), INTO  
 1/20,000 GALLON TANK AT VAN NESS ST  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
 ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
 GAS CURTAILMENT THE CONTRACTOR IS REQUIRED TO  
 COMMENCE DELIVERIES WITHIN 48 HOURS OF  
 NOTIFICATION.

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WASHINGTON

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DISTRICT OF COLUMBIA, United States Army, UNITED STATES ARMY, PENTAGON INFORMATION  
 TECH SVC, ROOM BC1041A PENTAGON, WASHINGTON, DC 20310-6607  
 INDEPENDENT CITY  
 DELIVERY DODAAC: W90A9L  
 BILLING DODAAC: W90A9L  
 ORDERING OFFICE : 703-614-2868  
 ALT ORDERING OFFICE: FAX 703-695-0404  
 ORDERING DODAAC : W90A9L  
 POC: MIKE WELLS  
 703-614-2868

061-47 3.23 KEROSENE, 1K (KS1) 15,889 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.343000

\*\*\* PORTS ACTIVE \*\*\*  
 TANK WAGON (TW), INTO  
 1/20,000 GALLON BELOW GROUND TANK (MALL PARKING  
 LOT)  
 1/12,000 GALLON ABOVE GROUND TANK (EAST LOADING  
 DOCK)  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 8 AM-4 PM MONDAY TO FRIDAY  
 NOTE: DRIVER REQUIRED TO CALL (703) 614-2868  
 24 HOURS PRIOR TO DELIVERY IN ORDER TO RECEIVE  
 CLEARANCE.  
 NOTE: DRIVER REPORT TO REMOTE DELIVERY FACILITY  
 FOR ESCORT. DRIVER MUST REMAIN WITH TRUCK DURING  
 FUELING.  
 SECURITY CLEARANCE REQUIRED

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Interior, NATIONAL CAPITAL REGION,  
 EAST POTOMAC PARK, MAINTENANCE YARD, 1100 BUCKEYE DR, SW, WASHINGTON, DC 20242  
 (HAINS POINT),  
 INDEPENDENT CITY  
 DELIVERY FEDAAC: 143112  
 ORDERING OFFICE : 202-426-6900  
 ALT ORDERING OFFICE: FAX: 202-426-0981  
 ORDERING FEDAAC : 143112  
 POC: Joan Proctor 202-426-6900

JOAN\_PROCTOR@NPS.GOV

C10-68 3.23 DIESEL FUEL #2, LOW SULF (LS2) 59,993 GL  
 TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1500 MONDAY TO FRIDAY

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.283900

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WASHINGTON, AFB,

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OHIO, United States Air Force, HQ AFMC, 88 LG/LGSF, STATE HWY #444 BETWEEN DAYTON AND FAIRBORN, GREEN COUNTY

DELIVERY DODAAC: [FP2300](#)  
 ORDERING OFFICE: 937-257-4201, DSN 787-4201  
 ALT ORDERING OFFICE: FAX 937-656-1844  
 ORDERING DODAAC: [FP2300](#)  
 FREDERICK.DEMBINSKI@WPafb.AF.MIL

[855-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 300,000 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.345300

\*\*\*FES PORTS ACTIVE\*\*\*  
 TANK TRUCK (TT), INTO  
 1/20,000 GALLON TANK  
 1/10,000 GALLON TANK  
 DELIVERY HOURS: 0700-1800 MONDAY THRU FRIDAY  
 MULTIPLE DROP REQUIRED BETWEEN AREA B & AREA C  
 NOTE: DRIVER REPORT TO BLDG 154,  
 AREA C BEFORE & AFTER DELIVERY  
 CAPITALIZED ITEM

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Agriculture, AGRICULTURE RESEARCH SERVICE, NATIONAL ARBORETUM, 3501 NEW YORK AVENUE, NW,  
 INDEPENDENT CITY

DELIVERY FEDAAC: 1231B7  
 ORDERING OFFICE: 301-504-6005  
 ALT ORDERING OFFICE: FAX: 301-504-6008  
 ORDERING FEDAAC: 1231B7  
 POC: CHRISTIAN OBINEME  
 OBINEMEC@BA.ARS.USDA.GOV

[B90-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 8,666 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.778200

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 730-1400 MONDAY TO FRIDAY

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Interior, NATIONAL PARK SERVICE, 1900 ANACOSTIA DRIVE, S.E.,  
 INDEPENDENT CITY

DELIVERY FEDAAC: [1431CE](#)  
 BILLING FEDAAC: [1431CE](#)  
 ORDERING OFFICE: 202-426-0908  
 ORDERING FEDAAC: [1431CE](#)  
 POC: JAMES WARFIELD  
 JAMES\_WARFIELD@NPS.GOV

[C08-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 20,000 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.534100

TANK WAGON (TW), INTO  
 1/6,000 GALLON TANK  
 DELIVERY TICKET REQUIRED

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Interior, NATL CAPITAL REGION, 5000 GLOVER RD & OREGON AVE NW,  
 INDEPENDENT CITY

DELIVERY FEDAAC: [1431BK](#)  
 ORDERING OFFICE: 202-426-6953  
 ORDERING FEDAAC: [1431BK](#)  
 POC: JIMMY WILSON OR DANIEL HODGSON

[C11-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 13,334 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.758200

TANK WAGON (TW), INTO  
 1/2,500 GALLON TANK

DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0630-1500 MONDAY TO FRIDAY

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Interior, NATIONAL CAPITOL REGION, FT. DUPONT, 3600 F STREET, S.E.,  
 INDEPENDENT CITY

DELIVERY FEDAAC: [143132](#)  
 BILLING FEDAAC: [143132](#)  
 ORDERING OFFICE: 202-426-0908  
 ORDERING FEDAAC: [143132](#)  
 POC: JAMES WARFIELD

[C20-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 20,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.567300

TANK WAGON (TW), INTO  
 1/5,000 GALLON TANK  
 DELIVERY TICKET REQUIRED

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WASHINGTON,

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DISTRICT OF COLUMBIA, Department of Interior, NATIONAL PARK SERVICE, 5200 GLOVER ROAD, N.W.,  
 INDEPENDENT CITY

DELIVERY FEDAAC: [143153](#)  
 BILLING FEDAAC: [143153](#)  
 ORDERING OFFICE: 202-426-6953  
 ORDERING FEDAAC: [143153](#)  
 POC: DANIEL HODGSON

[C21-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 18,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.758200

TANK WAGON (TW), INTO  
 1/2,500 GALLON TANK  
 DELIVERY TICKET REQUIRED

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SUITLAND,

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MARYLAND, Department of Interior, NATIONAL PARK SERVICE, 3400 MAYWOOD LAND, SUITLAND PARKWAY, PRINCE GEORGE'S COUNTY

DELIVERY FEDAAC: [143112](#)  
 ORDERING OFFICE: 202-426-0908  
 ORDERING FEDAAC: [143112](#)  
 POC: JAMES WARFIELD

[C56-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 8,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.474700

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 DELIVERY TICKET REQUIRED

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MAMMOTH CAVE,

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KENTUCKY, Department of Interior, NATL PK SVC, 14 MI W OF CAVE CITY, EDMONSON COUNTY

DELIVERY FEDAAC: [GY2Y67](#)  
 ORDERING OFFICE: 270-758-2127  
 ALT ORDERING OFFICE: FAX 270-758-2378  
 ORDERING FEDAAC: [GY2Y67](#)  
 POC: VIENESSA MARTIN,  
 EMAIL: VIENESSA.MARTIN@NPS.GOV

[E74-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 12,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.279500

TANK WAGON (TW), INTO  
 1/2,500 GALLON ABOVE GROUND TANK  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1630 MONDAY THRU FRIDAY

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BELTSVILLE,

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MARYLAND, Department of Agriculture, AGRICULTURE RESEARCH CENTER, 1003 BALTIMORE BLVD., ROOM 236, PRINCE GEORGE'S COUNTY

DELIVERY FEDAAC: [1232U4](#)  
 ORDERING OFFICE: 301-504-6005  
 ALT ORDERING OFFICE: FAX: 301-504-6008  
 ORDERING FEDAAC: [1232U4](#)  
 POC: CHRISTIAN OBINEME  
 OBINEMEC@BA.ARS.USDA.GOV

[F35-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 100,000 GL

TANK WAGON (TW), INTO  
 1/2,500 GALLON TANK AT BLDG. 166  
 2/2,000 GALLON TANKS AT BLDG. 446 AND 1190  
 METERED DELIVERY TICKET REQUIRED

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.464700

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BETHESDA,

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MARYLAND, Health & Human Services, NATIONAL INSTITUTE OF HEALTH, 9000 ROCKVILLE PIKE, BLDG. 13 ROOM 2W71,  
 BETHESDA, MD 20892-5744, MSC 5604, MONTGOMERY COUNTY

DELIVERY FEDAAC: [753229](#)  
 ORDERING OFFICE: S. HAMPTON (Zee) 301-594-0404  
 ALT ORDERING OFFICE: FAX: 301-480-3341  
 ORDERING FEDAAC: [753229](#)  
 POC: JIM POWERS 301-451-4478

[F38-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 10,000 GL

TANK TRUCK (TT), INTO  
 1/10,000 GALLON BELOW GROUND TANK BLDG. 12/GARAGE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 7:00A-3:00P MONDAY THRU FRIDAY  
 NIH POLICE WILL SIGN FOR AFTER HOUR DELIVERIES

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.409700

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GREENBELT,

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MARYLAND, Department of Interior, BW PARKWAY AND GREENBELT RD, 6565 GREENBELT RD, PRINCE GEORGE'S COUNTY

DELIVERY FEDAAC: [143248](#)  
 (BIODIESEL) POC: JAMES WARFIELD 202-426-0908  
 ORDERING OFFICE: 202-690-5176  
 ORDERING FEDAAC: [143248](#)  
 POC: VAN JOHNSON  
 VAN\_JOHNSON@NPS.GOV

[G29-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 18,000 GL

TANK WAGON (TW), INTO  
 1/1,000 GALLON TANK  
 DELIVERY TICKET REQUIRED

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.484700

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GREENBELT,

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MARYLAND, National Aeronautics & Space Administration, GODDARD SPACE FLIGHT CENTER, GLENDALE ROAD, PRINCE GEORGE'S COUNTY

DELIVERY FEDAAC: [803334](#)  
 BILLING FEDAAC : [803334](#)  
 ORDERING OFFICE: 301-286-9648  
 ORDERING FEDAAC: [803334](#)  
 POC: ROBERT DIPALO  
 ROBERT.G.DIPALO.1@GSFC.NASA.GOV

[G30-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 15,000 GL

TANK WAGON (TW), W/METER AND ATLEAST 40 FOOT HOSE INTO  
 1/5,000 GALLON ABOVE GROUND TANK LOCATED AT BLDG. 27  
 DELIVERY HOURS: 06:30-18:00 MONDAY THRU FRIDAY

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.424700

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CAMBRIDGE,

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MARYLAND, Department of Interior, BLACKWATER NATIONAL WILDLIFE REFUGE, 2145 KEY WALLACE DRIVE, DORCHESTER

DELIVERY FEDAAC: [143207](#)



BILLING FEDAAC: [143207](#)  
 ORDERING OFFICE: 410-228-2692  
 ORDERING FEDAAC: [143207](#)  
 POC: JOHN JOHNSON  
 JOHN\_H\_JOHNSON@FWS.GOV

[G50-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 10,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.483900  
 TANK WAGON (TW), INTO  
 1/1,000 GALLON TANK  
 1/500 GALLON TANK  
 DELIVERY TICKET REQUIRED

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MIAMISBURG,

=====

OHIO, Department of Energy, OCE, BWXT OF OHIO, INC., 1 MOUND ROAD, MONTGOMERY COUNTY

DELIVERY FEDAAC: [GY06N5](#)  
 ORDERING OFFICE: 937-865-3074  
 ALT ORDERING OFFICE: FAX: 937-865-3816  
 ORDERING FEDAAC: [GY06N5](#)  
 POC: BARBARA HOOD,  
 HOODBS@DOE-MD.GOV

[H74-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 36,000 OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.323900  
 MAX. SULFUR CONTENT 0.05 %  
 TANK WAGON (TW), INTO  
 1/4,000 GALLON TANK  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 6:30-4:00 MONDAY THRU THURSDAY  
 DRIVER MUST BE U.S. CITIZEN AND PROVIDE  
 IDENTIFICATION  
 WINTER ADDITIVE REQUIRED FOR THE MONTHS OF  
 NOVEMBER THROUGH FEBRUARY

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ARLINGTON,

=====

VIRGINIA, Department of Interior, AIRPORT MAINT YD, SOUTH OF NATL AIRPORT ON GEO WASH MEM PKWY, ARLINGTON COUNTY

DELIVERY FEDAAC: [1433AE](#)  
 ORDERING OFFICE: 703-419-6423  
 ORDERING FEDAAC : [1433AE](#)

[L13-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 25,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.424700  
 TANK TRUCK (TT), INTO  
 1/20,000 GALLON TANK  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1500

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HAMPTON,

=====

VIRGINIA, National Aroo & Space Administration, LANGLEY RESEARCH CENTER, I-64 AND ROUTE #134, INDEPENDENT CITY

DELIVERY FEDAAC: [803301](#)  
 ORDERING OFFICE: 757-864-3571, GASOLINE  
 ALT ORDERING OFFICE: 757-864-4923, BURNER OIL  
 ORDERING FEDAAC: [803301](#)

[L49-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 14,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.466900  
 TANK WAGON (TW), W/4 IN NOZZLE INTO  
 1/6,000 GALLON TANK AT BLDG 1199

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MANASSAS,

=====

VIRGINIA, Department of Interior, 6750 SUDLEY ROAD, MANASSAS NATIONAL BATTLEFIELD PARK, PRINCE WILLIAM COUNTY

DELIVERY FEDAAC: [143313](#)  
 ORDERING OFFICE: 703-754-1107  
 ORDERING FEDAAC: [143313](#)  
 POC: JIM THOMPSON

[L62-BD](#) 3.23 [BIODIESEL B20 \(BDI\)](#) [Lift](#) 3,000 GL OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.650800  
 TANK WAGON (TW), INTO  
 1/1,000 GALLON TANK

DELIVERY TICKET REQUIRED

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HARPERS FERRY,

=====

WEST VIRGINIA, Department of Interior, NATL PK SVC, NATIONAL HISTORICAL PARK, JEFFERSON COUNTY

DELIVERY FEDAAC: 143403  
 ORDERING OFFICE: 304-535-6113  
 ORDERING FEDAAC: 143403  
 POC: RITA MIHALIK

N40-BD 3.23 BIODIESEL B20 (BDI) Lift 49,666

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.708900

TANK WAGON (TW), INTO  
 1/10,000 GALLON TANK AT CAVALIER HEIGHTS BUS GARAGE  
 1/2,000 GALLON TANK AT TAYLOR ST. MAINTENANCE YARD  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1330 MONDAY THRU FRIDAY

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MAMMOTH CAVE,

=====

KENTUCKY, Department of Interior, NATL PK SVC, 14 MI W OF CAVE CITY,  
EDMONSON COUNTY

DELIVERY FEDAAC: GY2Y67  
 ORDERING OFFICE : 270-758-2127  
 ALT ORDERING OFFICE: FAX 270-758-2378  
 ORDERING FEDAAC : GY2Y67  
 POC: VIENESSA MARTIN,  
 EMAIL  
 VIENESSA\_MARTIN@NPS.GOV

E74-E8 3.23 FUEL ETHANOL (E85) (E8) 9,000 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.250000

TANK WAGON (TW), INTO  
 1/3,000 GALLON TANK  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1630 MONDAY THRU FRIDAY

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BETHESDA,

=====

MARYLAND, Health & Human Services, NATIONAL INSTITUTE OF HEALTH, MOTOR POOL, 9000 ROCKVILLE PIKE,  
BLDG. 13 ROOM 2W71, BETHESDA, MD 20892-5744

MSC 5604, MONTGOMERY COUNTY  
 DELIVERY FEDAAC: 753229  
 ORDERING OFFICE : PATRICIA LACEY (301) 594-0807  
 ALT ORDERING OFFICE: FAX: 301-402-1280  
 ORDERING FEDAAC : 753229  
 POC: TERRY SCHLEGEL  
 (301) 496-4511

F38-E8 3.23 FUEL ETHANOL (E85) (E8) 32,000 GL

OFFER PRICE \$/GAL. \_\_\_\_\_  
 BASE REFERENCE: \$1.250000

TANK TRUCK (TT), INTO  
 1/10,000 GALLON BELOW GROUND TANK BLDG. 12/GARAGE  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 7:00A-3:00P MONDAY THRU FRIDAY  
 NIH POLICE WILL SIGN FOR AFTER HOUR DELIVERIES

#### 4. The following clauses are hereby deleted from solicitation SP0600-02-R-0037:

- a. 11.03-3 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)  
(DESC DEC 2001)
- b. 11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2001)
- c. C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS

- (DESC JAN 2001)
- d. C16.69 FUEL SPECIFICATIONS (PC&S)(DESC JUL 2001)
- e. F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
- f. G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001)
  
- g. 11.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)  
(PORTS INTERNET APPLICATION – ADDENDUM (DESC JUN 2001)
- h. 11.20-1 CLAUSE AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV1999)
- i. I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)
- j. I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC NOV 2001)
- k. L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

5. The following clauses are hereby added to solicitation SP0600-02-R-0037-001 and included in this package:


- a. K15 RELEASE OF UNIT PRICES (DESC OCT 2002)
- b. K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL  
ITEMS (ALTS I/III)(APR 2001/OCT 2000/OCT 2000)
- c. G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE  
EXCHANGE (DESC JUNE 2000)
- d. 11.03-3 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)  
(DESC SEP 2002)
- e. 11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2002)
- f. C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)
- g. C16.69 FUEL SPECIFICATIONS (PC&S)(DESC FEB 2002)
- h. F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)
- i. G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)
- j. 11.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET  
APPLICATION – ADDENDUM)(DESC MAR 2002)
- k. 11.20-1 CLAUSE AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)
- l. I28.01 FEDERAL, STATE, AND LOCAL TAXES (DEC JUN 2002) (DEVIATION)
- m. I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)
- n. L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

6. **Base Reference and Economic Price Adjustment:** The reference publication(s) for Solicitation SP0600-02-R-0037-0001 is identified in Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PSC&S)(DESC JUL 1999) of Solicitation SP0600-02-R-0037. Offerors are reminded to use the following base reference date for Clause B19.19 as a basis for offers: **March 17, 2003**. Price escalation is also based on the methods outlined under Clause B19.19. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product costs. After award, DESC will post updated weekly contract prices on the DESC homepage at <http://www.desc.dla.mil> under “Doing Business With DESC.” Specific regional information may be accessed at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=9>.

7. The period of performance will be from June 01, 2003 through July 31, 2005.

8. The closing date and time for receipt of offers is **APRIL 07, 2003 AT 3:00 P.M. LOCAL TIME, FORT BELVOIR, VIRGINIA**. Your facsimile offer is requested for the above items in accordance with Clause L2.11-3, FACSIMILE PROPOSALS – COMMERCIAL ITEMS (DESC NOV 1999). The Defense Energy Support Center (DESC) facsimile number is (703) 767-8506. Please identify your offer by making reference to RFP SP0600-02-R-0037-0001.

9. Points of contact for this acquisition are Gloria J. Edmonds, Contract Specialist, at (703) 767-9519 or David W. Peterson, Contracting Officer at (703) 767-9510.

A handwritten signature in black ink, appearing to read "David W. Peterson". The signature is fluid and cursive, with a large initial "D" and a long horizontal stroke at the end.

DAVID W. PETERSON  
Contracting Officer  
Ground Fuels Division I  
Direct Delivery Fuels

**K15 RELEASE OF UNIT PRICES (DESC OCT 2002)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)  
(APR 2001/OCT 2000/OCT 2000)****(a) DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

**(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) TAXPAYER IDENTIFICATION NUMBER (TIN).**

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

**(4) TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: \_\_\_\_\_.

**(5) COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

**(1) SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

**(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is

☐ is not

a veteran-owned small business concern.

**(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it--

☐ is

☐ is not

a service-disabled veteran-owned small business concern.

**(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

**(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is

☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is

a women owned business concern.

**(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is

☐ is not

an emerging small business.

**(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

☐ 50 or fewer

☐ 51 - 100

AVERAGE ANNUAL GROSS  
REVENUES

☐ \$1 million or less

☐ \$1,000,001 - \$2 million

☐ 101 - 250  
☐ 251 - 500  
☐ 501 - 750  
☐ 751 - 1,000  
☐ Over 1,000

☐ \$2,000,001 - \$3.5 million  
☐ \$3,500,001 - \$5 million  
☐ \$5,000,001 - \$10 million  
☐ \$10,000,001 - \$17 million  
☐ Over \$17 million

**(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

**(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

**(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American  
☐ Hispanic American  
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia,

Singapore,

Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam,

Samoa,

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).



[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

**(11) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

[ ] is  
[ ] is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

[ ] is  
[ ] is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.)

_____	_____
_____	_____
_____	_____
_____	_____

**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

[ ] has  
[ ] has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

[ ] has  
[ ] has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "**domestic end product**":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_

\_\_\_\_\_

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

## (LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "**domestic end products**":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other foreign end products:

(Insert line item number)

(Insert country of origin)

## (LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ have or

☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alts I/III)

**THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.****G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

↓

ACCOUNT TYPE CODE: (Contractor to designate one)

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) **CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

*(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.*

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

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### **II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC SEP 2002)**

#### **(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** [Changes in the terms and conditions of this contract may be made only by written agreement of the parties.]

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if

required elsewhere in this contract.

#### **(10) Electronic funds transfer (EFT) banking information.**

(i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(3) The clause at 52.212-5;

(4) Addenda to this solicitation or contract, including any license agreements for computer software;

(5) Solicitation provisions if this is a solicitation;

(6) Other paragraphs of this clause;

(7) Standard Form 1449;

(8) Other documents, exhibits, and attachments; and

(9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)



**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)**

*(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

*(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:*

**[Contracting Officer must check as appropriate.]**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☒ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☐ ☒ 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).* ☐ ☒ Alt I (42 U.S.C. 6962(i)(2)(C)).

☐ ☒ 52.225-1, *Buy American Act -- Supplies (41 U.S.C. 10a - 10d).*

☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.

☐ 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ ☒ 52.225-13, *Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).*

☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☒ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). ☐ Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).**

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ ☒ 52.222-43, *Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).*

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

(FAR 52.212-5)

#### **C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM SPECIFICATION REQUIREMENTS (DESC MAY 2002)**

(a) Offered product shall conform to the following requirements that define a fuel suitable for Marine Gas Turbine engines:

<u>FUEL PROPERTY</u>	<u>TEST METHOD</u>	<u>LIMITS</u>
1. Cetane Number <sup>1</sup> or Cetane Index	ASTM D 613  ASTM D 976	42 min.  43 min.
2. Appearance @ 21°C or ambient temperature (whichever higher) or Water & Sediment	Visual  ASTM D 2709	Clear & Bright  0.05 vol. % max.
3. Distillation, 90% point	ASTM D 86	357°C max.
4. Flash Point <sup>2</sup>	ASTM D 93	60°C min.
5. Cloud Point <sup>3</sup>	ASTM D 2500	-1°C (30°F) max.
6. Viscosity @ 40°C	ASTM D 445	1.7 - 4.5 cSt
7. Color <sup>4</sup>	ASTM D 1500	3 max.
8. Density @ 15°C	ASTM D 1298	876 kg/m max.
9. Carbon Residue on 10% bottoms <sup>5</sup>	ASTM D 524	0.35 mass % max.

10. Ash	ASTM D 482	0.01 mass % max.
11. Sulfur <sup>6</sup>	ASTM D 4294	1.0 mass % max.
12. Corrosion	ASTM D 130	3 max.
13. Composition	None	100% distillate fuel (fuel shall contain no residual)

**(b) NOTES TO THE REQUIREMENTS ABOVE.**

1. If the Cetane number is reported, the reported value shall apply to the base fuel without Cetane improving additives.
2. The flash point value is absolute and no value less than 60°C is permissible.
3. Cloud point results will be evaluated based upon bunkering location.
4. For deliveries in the United States, the color test requirement is deleted if red dye has been added in compliance with the U.S. Environmental Protection Agency or Internal Revenue Service regulations; however, the resulting fuel/dye blend must have a red tint. It shall not be visually brown or dark in appearance. For deliveries outside the United States, the offerors must submit information on the composition, color and desired concentration of any dye to be used in order to obtain approval.
5. For carbon residue on 10% bottoms, ASTM D 189 is an acceptable alternate method.
6. For total sulfur content, ASTM D 1552 and ASTM D 2622 are acceptable alternate methods.

**(c) REDUCED SULFUR REQUIREMENT FOR EUROPEAN UNION PORTS.**

- (1) In support of European Commission Directive 1999/32/EC, "Sulphur Provisions for Marine Gas Oils", MGO delivered in European Union ports vice this contract shall contain no more than 0.20 mass percent maximum sulfur.
- (2). Specific ports where DESC requires low sulfur MGO include Algeciras, Spain; Alicante, Spain; Antwerp, Belgium; Augusta Bay, Italy; Barcelona, Spain; Bremerhaven/Nordenham, Germany; Cagliari, Italy; Cartagena, Spain; Catania, Italy; Genoa, Italy; Gibraltar, United Kingdom; La Maddalena, Italy; Killingholme, United Kingdom; Lisbon, Portugal; Livorno, Italy; Malaga, Spain; Marseilles, France; Naples, Italy; Palma de Mallorca, Spain; Portland, United Kingdom; Rotterdam, Netherlands; Southampton, United Kingdom; Toulon, France; and Trieste, Italy.  
(DESC 52.246-9FAQ)

**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

**(1) OCTANE REQUIREMENTS.**

- (i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC	<u>AKI, MINIMUM</u>
		<u>PRODUCT CODE</u>	
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

**(1) OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

**(1) OCTANE REQUIREMENTS.**

- (i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>AKI, MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

**(2) OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

**(1) APPLICABLE TO ALL DIESEL GRADES.****(i) ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.



(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3. Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4. Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

#### LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

#### HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

**NOTE:** The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

#### F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

- (1) Ordering period begins: 01 JUNE 2003 and ends: 31 JULY 2005.  
(2) Delivery period begins: 03 JUNE 2003 and ends: 30 AUGUST 2005.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items paid by DFAS Columbus for DoD Activities.

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-BVDP/CC cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-BVDP/CC FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

- (A) DD Form 250 (Material Inspection and Receiving Report); or
- (B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
ATTN SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

#### **11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)**

**Use of electronic invoicing via PORTS is mandatory under the resultant contract.** Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall--

(1) Fax its invoice to DFAS-BVDFP/CC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-BVDFP/CC) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDFP/CC specifically requests it.

(DESC 52.212-9F52)

#### **11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)**

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**DLAD:** <http://www.dla.mil/j-3/j-336>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION</u> <u>PROVISION NUMBER</u>	<u>REGULATORY</u> <u>NUMBER</u>	<u>PROVISION TITLE</u>
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(2)

<u>CONTRACT</u> <u>CLAUSE NUMBER</u>	<u>REGULATORY</u> <u>NUMBER</u>	<u>CLAUSE TITLE</u>
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(DESC 52.252-9F08)

#### **I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC JUN 2002) (DEVIATION)**

(a) As used in this clause--

**Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

**All applicable Federal, State, and local taxes and duties** means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is

required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see either the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

#### **128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor's invoice.

<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15379	5.7% Gasohol	At least 5.59% but less than 7.55%
\$0.14319	7.7% Gasohol	At least 7.55% but less than 9.8%
\$0.131	10% Gasohol	At least 9.8% but less than 10%

(2) **AVIATION GASOLINE.** Include the FET of \$0.194 per gallon as a separate item on the Contractor's invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **JET FUEL.** Include the FET of \$0.219 per gallon as a separate item on the Contractor's invoice.

(6) **BIODIESEL (B-20).** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax-free should obtain tax exemptions certificates for these sales and not invoice the FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax. Sales to the United States are exempt from these taxes.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Tax exemption certificates will be issued by the ordering activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE.** All contract prices exclude the NORA assessment fee on certain fuel used for heating purposes. The Contractor's invoice shall include the NORA assessment fee as a separate line item on fuel oil (burner grades) numbers 1 and 2, dyed high sulfur diesel fuels, and dyed nonaviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. The Contractor should include this tax as a separate item on the Contractor's invoice only if no exemption applies.

(h) **TEXAS PETROLEUM PRODUCTS FEE.** All contract prices exclude the Texas Petroleum Products Fee. The Contractor should include this fee as a separate item on the Contractor's invoice.

(i) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

### **L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)**

(a) **DEFINITION. Facsimile proposal,** as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (703) 767-8506.

(2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

**TO:** (Name and office code, i.e., Mary Smith, DESC-PH)

**FROM:** (Originator's name, complete company name and address)

**Verification number:** (Originator phone number and FAX number)

**Description:** (Solicitation number)

**Number of pages:**

(f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(DESC 52.215-9FA6)